

C.7

MEMO TO: City Council

FROM: Rosemarie Ives, Mayor

DATE: March 15, 2005

SUBJECT: **AGREEMENT BETWEEN KING COUNTY AND THE CITY OF REDMOND FOR INSTALLATION AND MAINTENANCE OF A STANDARD METRO BUS SHELTER AND ART AT THE BUS STOP IN FRONT OF REDMOND CENTER ALONG REDMOND WAY**

I. RECOMMENDED ACTION

By motion, authorize the Mayor to execute an agreement with King County to install and maintain a bus shelter at the bus stop in front of Redmond Center along Redmond Way.

II. DEPARTMENT CONTACT PERSONS

Roberta Lewandowski, Director, Planning and Community Development, 425-556-2447
Kim van Ekstrom, Manager, Marketing and Transportation Programs, 425-556-2419
Erika Vandenbrande, Senior Planner, TDM Programs, 425-556-2457

III. DESCRIPTION/BACKGROUND

The City of Redmond and King County are both interested in demonstrating the role of transit shelters in increasing transit ridership within Redmond. Transit shelters not only offer protection from the weather but also clearly designate the location of a transit stop.

The bus stop located along Redmond Way in front of Redmond Center is one of several stops within Redmond that are: located along a visible corridor; adjacent to a retail area served by several routes; but do not meet the criteria to secure a County-funded transit shelter. This partnership project between King County and the City will improve transit rider services in an area planned for growth. This is a pilot project, which may be repeated, if successful.

IV. IMPACT

- A. Service Delivery:** Approval of this agreement will result in enhanced opportunities for Redmond residents and commuters to use transit, thereby improving mobility in Redmond.
- B. Fiscal:** There will be no additional cost to the City as a result of this action. Total project cost is approximately \$20,000 (the average cost of a Metro transit shelter with art feature and maintenance), and Council has approved a budget that currently has

RE: **AGREEMENT BETWEEN KING COUNTY AND THE CITY OF REDMOND FOR INSTALLATION AND MAINTENANCE OF A STANDARD METRO BUS SHELTER AND ART AT THE BUS STOP IN FRONT OF REDMOND CENTER ALONG REDMOND WAY**

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\$295,000 available for City Transportation Demand Management projects and programs.

V. ALTERNATIVES TO STAFF RECOMMENDATION

A. Do not approve the agreement: If the agreement is not approved, no shelter will be installed at this time.

VI. TIME CONSTRAINTS

The agreement is effective through March 1, 2012. Any delay in implementing the contract delays the amount of time the City and County have to increase transit ridership.

VII. LIST OF ATTACHMENTS

Attachment A: Letter of Agreement between King County and the City of Redmond for Installation and Maintenance of a standard Metro shelter and art at Bus Stop #71970 westbound on NE Redmond Way and far side of 160th Avenue NE

/s/
Roberta Lewandowski, Planning Director

3/4/05
Date

Approved for Council Agenda: /s/
Rosemarie Ives, Mayor

3/5/05
Date

ATTACHMENT A



**King County
Department of Transportation
Transit Division**

King Street Center
MS KSC-TR-0413
201 S. Jackson St.
Seattle, WA 98104-3856

January 21, 2005

Mayor Rosemarie Ives
City of Redmond
1660 NE 80th Street
P.O. Box 97010
Redmond, WA 98073-9710

RE: Letter of Agreement between King County and the City of Redmond for Installation and Maintenance of a Standard Metro Bus Shelter and Art at Bus Stop #71970, westbound on NE Redmond Way and farside 160th Avenue NE

Dear Mayor Ives,

This letter of agreement ("Agreement") establishes King County Metro Transit (the "County") and the City of Redmond's (the "City") responsibilities for the installation, use, ownership and maintenance of a bus shelter and shelter art at bus stop #71970, westbound on NE Redmond Way, just west of 160th Avenue NE. The bus stop does not meet minimum ridership requirements (25 boardings per day) for the County to install and maintain a bus shelter. Given that the City is willing to reimburse the County for installation and maintenance of a bus shelter, and the potential for growth in ridership, Metro agrees to install and maintain a new bus shelter for this bus stop as a pilot project for a period of seven years from the date of installation of the shelter, per this agreement. This pilot project does not establish a precedent for similar projects, but merely sets forth the mutual interest between the County and the City to test the idea at one bus zone, and allows the City to use the shelter to explore shelter art identity concepts. For this pilot project the City agrees to pay the County for the cost of the shelter and shelter operations and maintenance for a seven year period.

1. Bus Shelter Footing Construction and Inspection

The City agrees, at its sole liability and expense, to: a) build or contract for the building of: a B21 shelter footing in accordance with the attached specifications at bus stop #71970; b) build or contract for the building of an accessible sidewalk connecting the bus zone to the adjacent businesses; and c) acquire all private right-of-way agreements (if necessary for installation, construction or use of the shelter, sidewalk or other improvements contemplated under this Agreement) at no cost to the County. Prior to construction of the new shelter footing and Redmond on Shelter Maintenance adjoining sidewalk, the City must deliver site plans to Metro

Transit Route Facilities and obtain Metro approval of the plans. The City will call Jeff Wong, Metro's Construction Inspector, at 684-2228, for inspection once the footing has been formed, but prior to pouring concrete. The County shall reserve the right, but not the obligation, to inspect and comment on the work; provided however, any County inspections or comments, or failures to inspect or comment, shall not relieve the City of its sole responsibility for the construction work.

2. Bus Shelter Installation and Use

The County will be responsible for installation of a standard F21 cantilever bus shelter which shall include a shelter frame painted in one of the five standard Metro colors, standard "Ocean Wave" windows and lower panels and installation. City agrees to pay the County a one time cost of \$6,162 for the shelter. This fee shall cover the installation and use of the shelter for a period of seven years from the date of installation. The City shall pay the County within thirty (30) days of receipt invoice, which the County may submit to the City upon execution of this Letter. The City shall also be solely responsible for obtaining and, if applicable, paying for all City permits necessary for installation of any improvements contemplated under this Agreement.

3. Shelter Maintenance

The City agrees to pay the County a one-time maintenance fee of \$7,292 for seven years of shelter custodial maintenance. This estimate is based on the 2003 average of \$924 per cleaning unit and a 3% inflation (the minimum Local 587 Cost of Living Adjustment (COLA)). The maintenance provided by the County shall include weekly trash pick up as is customary in this area, sidewalk cleaning inside the shelter as well as the sidewalk area 4 feet around the shelter, pressure washing the structure and sidewalk in these areas as needed, graffiti clean up of the shelter, and three window replacements in a one year period. The City shall pay the full seven-year maintenance fee to the County within thirty (30) days of receipt of invoice, which the County may submit to the City upon execution of this Agreement. If the "average daily ridership" at bus zone 71790 reaches a level of 25 or more riders per day, the County will reimburse the City a pro-rata amount for the remaining pre-paid maintenance costs as listed in Section 10 of this agreement.

4. Shelter Artwork

At its sole liability and expense, the City will contract with an artist to design and fabricate the artwork for the shelter. The County will assist the City with the artist selection process, scope of work for the artist contract, design review, and with coordination issues on shelter artwork installation. The City shall work with the County on the design of the artwork. The artwork must not present a safety hazard and must be within acceptable County Facilities Maintenance guidelines for attachments to bus shelters. The final design and attachment details must meet the County's and the City's approval. After approval of the final design and fabrication of the artwork, the City's artist will deliver the artwork to the County, and the County will install the artwork on the shelter. The City shall be the owner of the artwork and responsible for maintenance and repair of the artwork. The City agrees that the County is not responsible for damage to artwork attached to the shelter covered under this agreement due to the use of pressure washers, normal abrasives or cleaning chemicals associated with the County's shelter cleaning program.

5. Legal Relations

It is understood and agreed that this Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement. No employees or agents of one party or any of its contractors or subcontractors shall be deemed, or represent themselves to be, employees of the other party.

The parties shall comply, and shall ensure their respective contractors comply, with all federal, state and local laws, regulations, and ordinances applicable to their respective obligations under this Agreement, including but not limited to Chapter 49.60 RCW.

Except as otherwise provided herein, to the maximum extent permitted by law, each party shall defend, indemnify and hold harmless the other party and all of its officials, employees, principals and agents from all claims, demands, suits, actions, and liability of any kind, including injuries to persons or damages to property, which arise out of, are connected with, or are due to any negligent acts or omissions of the indemnifying party, its contractors, and/or employees, agents, and representatives in performing work under this Agreement; provided, however, that if (and only if) the provisions of RCW 4.24.115 apply and any such damages and injuries to persons or property are caused by or result from the concurrent negligence of the City or its contractors, employees, agents, or representatives, and the County or its contractors, employees, agents, or representatives, each party's obligation hereunder applies only to the extent of the negligence of such party or its contractor or employees, agents, or representatives. Each party specifically assumes potential liability for actions brought by its own employees against the other party and for that purpose each party specifically waives, as to the other party only, any immunity under the Worker's Compensation Act, RCW Title 51; and the parties recognizes that this waiver was the subject of mutual negotiation and specifically entered into pursuant to the provision of RCW 4.24.115, if applicable.

Neither the provisions of this Agreement, nor any County reviews, inspections or approvals provided throughout the course of design or construction, shall create any responsibility or liability on the part of the County to the City, its officials, employees, agents and contractors or any third parties.

This Agreement shall be interpreted in accordance with the laws of the State of Washington in effect on the date of execution of this Agreement. The Superior Court of King County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

The provisions of this section shall survive any expiration or termination of this Agreement.

6. Shelter Ownership & Billing

Following the County's installation of the shelter, the County will invoice the City per terms of the agreement. The County will own the shelter and provide, in accordance with the County's standard shelter cleaning practices and subject to the annual budget for this function, normal custodial maintenance at the bus stop and shelter as previously mentioned. The County reserves the right to evaluate the repair history and if repair costs exceed the costs in this agreement, the

parties agree to amend this agreement to either increase the City's financial contribution or reduce the County's scope of work to offset the increased costs.

7. County Removal of Shelter or Shelter Artwork

The County, at its sole discretion, may remove shelter artwork should the shelter need refurbishment and/or the artwork becomes deteriorated, dilapidated, or a hazard to bus operations or pedestrians. The City will be notified of the County's action and may choose to rehabilitate or replace said artwork with County approval.

8. Bus Routes and Service

Nothing herein shall constitute an agreement by the County to continue or maintain existing bus routes or service levels serving Bus Stop #71970. The County retains the sole discretion to cancel, delete or reduce service and routes at anytime.

9. End of Seven Year Period

At the end of the seven year period, if the bus stop does not meet ridership requirements, the County will remove the shelter and work with the City to re-site the artwork if still viable. If the bus stop does meet ridership requirements, the County will refurbish and reinstall the shelter and assume maintenance responsibilities of the shelter. The County will also coordinate with the City to reinstall the artwork if it is still viable. The maintenance of the artwork will remain the responsibility of the City for as long as it remains on a Metro bus shelter.

10. Destruction of the Shelter

The County is under no obligation to rebuild, or reinstall the shelter in the event that the shelter is destroyed by a vehicle, fire, vandalism, or other incident outside the control of the County, unless the daily average ridership has increased to 25 or more daily boardings at zone 71970. In the event that the shelter is destroyed in one of these manners, the County is under no obligation to reimburse the City for the cost of the shelter, but will reimburse the City for the prepaid Operation and Maintenance costs per the table in 12. Termination of Agreement.

11. Termination of Agreement

This Agreement shall take effect upon its execution.

This Agreement may be terminated by either party, without cause, upon providing the other party with thirty (30) calendar days' advance written notice of the termination. If either party decides to terminate this agreement before the end of the seven years, the terminating party will submit a written request for the removal of the improvements to the other party. In addition, if expected or actual County funding is withdrawn, reduced or limited in any way prior to the expiration of the Agreement, the County may, upon written notice to the Contractor, immediately terminate this Contract in whole or in part. Funding under this Contract beyond the current appropriation year is conditional upon appropriation by the County Council of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this contract will terminate at the close of the current appropriation year.

Upon early termination of this Agreement, the County agrees to reimburse the City for the Operation and Maintenance costs per the following:

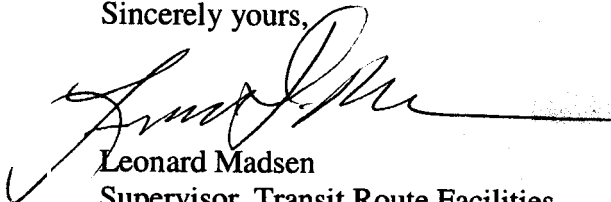
LOA with City of Redmond on Shelter Maintenance

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Within first year	\$ 6,342
1 to 2 years	\$ 5,361
2 to 3 years	\$ 4,351
3 to 4 years	\$ 3,311
4 to 5 years	\$ 2,240
5 to 6 years	\$ 1,136
6 to 7 years	\$ 0

If you agree with the responsibilities and details outlined in this letter, please sign and date your approval on both copies of this letter of agreement, and return one copy to me. Thank you for your cooperation.

Sincerely yours,



Leonard Madsen
Supervisor, Transit Route Facilities
King County Metro Transit

City of Redmond

Reviewed & Approved this _____ day of _____ 2005

Mayor Rosemarie Ives

Cc: Erika Vanderbrande
Eric Gleason
Alina Tanzer
Robin Abille
Mike Harrell
Paul Sorensen
Dale Cummings / Zone 71970 File